



Exhibitor Terms and Conditions

2016

I. Objectives of the Seminar and Exhibit Area

To provide a unique educational framework for the dissemination of environmental education, innovative technology, and with the primary purpose of exchanging information directed at environmental issues in Texas.

II. Character of Exhibit

It is understood and agreed by each exhibitor that the seminar and exhibit area is undertaken by the Texas Commission on Environmental Quality (TCEQ) primarily for the education of environmental professionals. To this end, each exhibitor agrees to the following:

1. That this document becomes a binding contract upon issuance of the confirmation of the booth number.
2. To exhibit only products manufactured or distributed by the exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products and/or services pertinent to the environmental arena.
3. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services.
4. TCEQ cannot guarantee that a company exhibiting similar products or services (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space.
5. All exhibitors and their representatives must register and they must display an official seminar badge at all times. Name badges can only be worn or displayed by the person listed on the badge.

III. General Regulations

Note: In order to provide a well-balanced, well-regulated, attractive, and successful Exhibit Hall, TCEQ reserves the right to enforce strict compliance with these Terms and Conditions.

A. Display Rules and Regulations

1. Each table space will be set with:

- a. One (1) 6' draped table
 - b. Two (2) standard side chairs
2. All displays are limited to the surface of the table provided and space immediately behind the table.
3. Exhibitor agrees (to the extent permitted by law) to indemnify, defend, and hold harmless TCEQ, its officers, directors, members, employees, and commissioners from any and all liability, claims, or expenses of any kind whatsoever, including legal fees and costs, that arise from the exhibitor's **activities on the premises of the J.J. Pickle Research Campus, Commons Learning Center during any setup, the event itself, and removal of equipment following the event.** Exhibitor agrees it is responsible for damages to any portion or portions of the facility that occur as a result of their displays, equipment, or the actions or failure to act of their personnel.

B. Occupation and Use

1. Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so.
2. Fog and Smoke Machines are not allowed at the Seminar.
3. Balloons: All helium balloons and small individual balloons are prohibited.
4. Hazardous Chemicals and Materials – Hazardous chemicals and materials are not permitted in the facility without prior written approval of the J.J. Pickle Research Campus, Commons Learning Center.
5. Open Flames – Open flames are not permitted in the facility at any time.
6. Exhibitors must remain within their own space while distributing literature, product samples or other materials.
7. Strolling and other mobile entertainment is prohibited.
8. All exhibitor personnel representing an exhibiting company shall be dressed for the professional environment of the Seminar. Any exhibitor representative who is clothed in an inappropriate manner may be ejected from the show or requested to modify his or her dress at the sole discretion of show management personnel.
9. Discrimination and Harassment: Exhibitor agrees that any form of discrimination or harassment by Exhibit personnel on the basis of a person's sex (including pregnancy), race, color, religion, national origin, disability, age, sexual orientation, veteran status, genetic information, or other status protected by law will not be tolerated at the Seminar. Conduct that is discriminatory or offensive to a reasonable person is inappropriate at the Seminar and violates this policy, even if it does not meet the legal definition of unlawful misconduct. Exhibit personnel in violation of this policy must leave the premises immediately.

C. "No-Show" Policy

1. Companies that “no show”, begin to break down their exhibits or leave before the specified date and time (except with written approval of TCEQ) will not be allowed to exhibit at the next Emissions Inventory Workshop except under sole discretion of TCEQ.

IV. Americans with Disabilities Act Requirements

- A.** The TCEQ is committed to compliance with laws regarding accessibility. If you need assistance in accessing any of our programs or presentations, please contact the TCEQ at 512-239-3143. If you need an accommodation during this event, we ask that you contact us at least three weeks prior to ensure we have sufficient time to meet your request.
- B.** Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the “ADA”) and agrees to indemnify, defend, and hold harmless the TCEQ, its directors, employees, and commissioners from and against all claims that may be filed or otherwise pursued on the basis of the exhibitor’s alleged noncompliance with ADA requirements.
- C.** Due to Health and Safety Regulations no animals are allowed in the J.J. Pickle Research Campus, Commons Learning Center with the exception of trained service animals. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal’s work or the individual’s disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

As a representative of my company, I accept the Terms & Conditions listed above. Acceptance of all the requirements is a condition to exhibit at the Emissions Inventory Workshop. **In the event of a conflict between one or more terms of the Exhibitor Terms and Conditions, the TCEQ Project Manager shall have the authority to resolve the conflict in the best interests of the state.**